

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

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Court of Appeals of the District of Columbia.

OCTOBER TERM, 1922.

No. 3865.

946

NANNIE E. GOSS AND FELIX LAKE, APPELLANTS,

vs.

GEORGIA M. VERZI, S. A. WHITE, SAMUEL E. ALER, ET AL.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF
COLUMBIA.

FILED AUGUST 30, 1922.

PRINTED SEPTEMBER 20, 1922.



Court of Appeals of the District of Columbia.

OCTOBER TERM, 1922.

No. 3865.

NANNIE E. GOSS AND FELIX LAKE, APPELLANTS,

vs.

GEORGIA M. VERZI, S. A. WHITE, SAMUEL E. ALER,
DAVID L. THOMSON, EUGENE F. C. COLLIER, MARTHA
E. EDWARDS, JOHN E. McCLURE, WILLIAM A. CRAIG,
A. J. PISTOR, FRANK M. COOKE, G. B. BEYER, E. B.
WOODWARD, O. B. MARTIN, R. L. NICHOLSON, AND
BLANCHE BOLLN, A. LEFTWICH SINCLAIR, CLARA
SEARS TAYLOR, AND WILLIAM F. GUDE, RENT COM-
MISSIONERS OF THE DISTRICT OF COLUMBIA, APPEL-
LEES.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF
COLUMBIA.

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Court of Appeals of the District of Columbia.

No. 3865.

NANNIE E. Goss et al., Appellants,

vs.

GEORGIA M. VERZI et al.

a Supreme Court of the District of Columbia.

Equity. No. 40100.

NANNIE E. Goss and FELIX LAKE, Plaintiffs,

vs.

A. LEFTWICH SINCLAIR, CLARA SEARS TAYLOR, and WILLIAM F. Gude, Rent Commissioners of the District of Columbia, and George M. Verza, Tom K. Randall, S. A. White, J. B. Showalter, Samuel E. Aler, David L. Thomson, Eugene F. C. Collier, M. A. De Souza, Eugenia M. Marc, Mabel K. Burkholder, Martha E. Edwards, and John E. McClure, and W. Ray Loomis, William A. Craig, A. J. Pistor, Nettie C. Jennings, Frank M. Cooke, G. B. Beyer, E. B. Woodward, O. B. Martin, S. F. Smith, R. L. Nicholson, Thos. J. Farrell, Florence Parkinson, and Blanche Bolln, Defendants.

UNITED STATES OF AMERICA,
District of Columbia, ss:

Be it remembered, That in the Supreme Court of the District of Columbia, at the City of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had, in the above-entitled cause, to wit:

Bill.

Filed May 10, 1922.

In the Supreme Court of the District of Columbia.

Equity. No. 40100.

NANNIE E. GOSS and FELIX LAKE, Plaintiffs.

vs.

A. LEFTWICH SINCLAIR, CLARA SEARS TAYLOR, and WILLIAM F. Gude, Rent Commissioners of the District of Columbia, and George M. Verza, Tom K. Randall, S. A. White, J. B. Showalter, Samuel E. Aler, David L. Thomson, Eugene F. C. Collier, M. A. De Souza, Eugenia M. Marc, Mabel K. Burkholder, Martha E. Edwards, and John E. McClure, and W. Ray Loomis, William A. Craig, A. J. Pistor, Nettie C. Jennings, Frank M. Cooke, G. B. Beyer, E. B. Woodward, O. B. Martin, S. F. Smith, R. L. Nicholson, Thos. J. Farrell, Florence Parkinson, Blanche Bolln, Defendants.

Your petitioners respectfully represent to this Honorable Court:

(1) That they are citizens of the United States and residents of the District of Columbia and file this suit in their own right, as will more fully hereinafter appear.

(2) That defendants, A. Leftwich Sinclair, Clara Sears Taylor, and William F. Gude are Rent Commissioners of the District of Columbia, under an act of Congress creating a Rent Commission in and for the District of Columbia, and are sued as such; that defendants, George M. Verza, Tom K. Randall, S. A. White, J. B. Showalter, Samuel E. Aler, David L. Thomson, Eugene F. C. Collier, M. A. De Souza, Eugenia M. Marc, Mabel K. Burkholder, Martha E. Edwards, and John E. McClure, and defendants, W. Ray Loomis, William A. Craig, A. J. Pistor, Nettie C. Jennings, Frank M. Cooke,

2 C. B. Beyer, E. B. Woodward, O. B. Martin, S. F. Smith, R. L. Nicholson, Thos. J. Farrell, Florence Parkinson, and

Blanche Bolln are citizens of the United States and, so far as petitioners know, are residents of the District of Columbia, and all reside in the Clifton Terrace Apartments, located on Clifton Street from 13th to 14th Streets, Northwest, in the City of Washington, District of Columbia, and are sued in their own right, as will more fully hereinafter appear.

(3) That heretofore, to wit, on the 7th day of February, A. D., 1922, The Rent oCmmission of the District of Columbia issued complaints in Numbers 4559, 4937, 4747, 4815, 4719, 5143, 4664, 4418, 4423, 4424, 4471, 4501, 4547, 4516, and 4539, in the following form, to wit:

3M-5-28-21.

R. 12833-21.

Before the Rent Commission of the District of Columbia.

No. 4559.

EUGENIA M. MARC, Complainant,

vs.

THE F. H. SMITH COMPANY, Defendant.

To the F. H. Smith Company,
1416 I Street N. W.,
Washington, D. C.:

You are hereby notified that the above-entitled case has been set for hearing before the Rent Commission on Tuesday, February 14, 1922, at 10 o'clock A. M., in the rooms of the Commission, on the fifth floor of the Hooe Building, No. 1330 F. St., N. W. Washington, D. C. If this case has already been settled you should notify the Secretary of the Commission immediately.

THE RENT COMMISSION OF THE
DISTRICT OF COLUMBIA,

[SEAL.]

By W. E. CHAPMAN,
Secretary.

February 7, 1922.

3 requiring the F. H. Smith Company, a corporation, to appear before the Commission on February 14, 1922, at 10 o'clock A. M. for the purpose of fixing rents for certain apartments in the Clifton Terrace Apartment House located in the City of Washington, District of Columbia, all of the defendants, with the exception of the members of the Rent Commission, being tenants in said apartments.

(4) That prior to said date, the balance of the defendants named in this bill, who were also tenants in the Clifton Terrace Apartments, had had their rent fixed by the Rent Commission of the District of Columbia, and the rental then being paid by them was reduced by an order of the Rent Commission, without notice of any kind to petitioner Lake, owner of this property.

(5) That thereafter on, to wit, February 14, 1922, the day upon which these summons and subpoenas were made returnable, and at the hour named therein, to wit, 10 o'clock A. M., the F. H. Smith Company appeared before the Commission by its attorney, and filed with the Rent Commission of the District of Columbia at said time and hour, an affidavit of E. G. Perry, Assistant Secretary of F. H. Smith Company, which said affidavit states as follows, to wit:

Information to the Rent Commission of the District of Columbia.

Comes now the F. H. Smith Company, a Corporation, by E. G. Perry, Assistant Secretary, and advises the Rent Commission of the District of Columbia to the following effect, to-wit:

That certain proceedings have been instituted by tenants in an apartment house known as the Clifton Terrace, who have complained to the Rent Commission that their rental is too high, and that upon said complaint the Rent Commission of the District of Columbia has issued notice that it will, on, to-wit, the 14th day of February, A. D., 1922, at the hour of ten o'clock, A. M., hear the complaint of
4 the tenants in these cases and fix the rental to be charged by the Smith Company in the several cases in which complaint has been made to it.

In all of these cases the F. H. Smith Company is named as defendant and no notice of any character has been given to the owner of the property, Felix Lake, nor has the said owner, Felix Lake, been made a party to said proceeding by the Rent Commission.

Deponent upon oath states that the F. H. Smith Company has no interest whatsoever in the Clifton Terrace Apartment property, that the Clifton Terrace Apartment is owned by one Felix Lake who purchased the same and had the same conveyed to him under deed duly recorded among the Land Records of the District of Columbia, said deed being of date and recorded in the month of February, 1920, the said Felix Lake being a resident of the District of Columbia, and has now and has had since the date of the purchase of this property, an office located at 1344 G Street, N. W., in the District of Columbia. Deponent further says that the F. H. Smith Company, through its attorney this day, February 14, 1922, at the hour of ten A. M., appeared before the Rent Commission of the District of Columbia and advised the Rent Commission that the F. H. Smith Company were only rental agents and had no further interest in the property and further advised the Rent Commission that the said Felix Lake was the owner of the property, and that he should be made a party to the proceeding and that he should be notified in order that he might employ counsel and appear before the Commission to protect his rights as owner of said property.

Deponent further says that counsel for the F. H. Smith Company also advised the Commission this 14th day of February, 1922, that there was an operation performed on Felix Lake some three weeks ago, and that as a result of the operation the said Lake became sick and left the jurisdiction about ten days ago and had not returned and would not return for several days yet, he being at this time in North Carolina.

Deponent says that the information obtained from the office of Felix Lake this morning was to the effect that they expected the said Lake home some time during this present week.

Deponent says that they have no authority to employ counsel nor have they any authority to do anything in connection with this matter by reason of the absence of the said Lake and their inability to communicate with him.

They, therefore, ask in the interest of fairness that the time for hearing be extended for some reasonable time, to be fixed by the Commission, and that Lake be made a party and given notice of the proceeding, in order that he may be given an opportunity to employ counsel and appear and defend his interest with respect to the matters now before the Commission for consideration.

E. G. PERRY.

Subscribed and sworn to before me, a Notary Public in and for the District of Columbia this 14th day of February, A. D., 1922.

FLORA E. DAVIS,
Notary Public, D. C.

Your petitioners state that the statements made in said affidavit are correct in every particular.

(6) Your petitioners say that on, to wit, the 31st day of March, A. D., 1921 Petitioner Lake sold and transferred by deed the property known as the Clifton Terrace Apartments to Nannie E. Goss, and said sale and transfer was duly recorded by a deed filed among the Land Records of the District of Columbia, on to wit the 3rd day of April, A. D., 1922, and that the only interest that the said petitioner, Felix Lake, has in this property at this time is the loss of the rental due to said reduction from the time of the institution of these proceedings before the Rent Commission until the date of the transfer of this property to petitioner, Nannie E. Goss, and to that extent petitioner Lake is interested.

Petitioner Lake further states to the court that no notice, summons, or subpoena of any kind was issued by the Rent Commission to him as owner of this property, so far as he knows and is able to ascertain, and no notice of any kind was given to him and he is advised by counsel for the F. H. Smith Company that the Chairman of the Commission on the date and at the time the affidavit of E. E. Perry was filed in said cause thought no summons or notice to the owner was necessary, since notice to the rental agent was all that was required, and this notwithstanding the fact that the Rent Act of the District of Columbia, itself, provides:

"All parties in interest shall be notified" and notwithstanding the fact that Mr. Justice Bailey of the Supreme Court of the District of Columbia had previously decided that it was necessary for the Rent Commission to serve the owner of property before lawfully proceeding to fix rents with reference to said property.

(7) Petitioners further aver and say that the action of the Rent Commission in reducing the rentals in all of the above entitled causes, heard prior to the 14th day of February, 1922, were decided by the Rent Commission without any evidence whatever as to the value of the property nor as what was a fair return. In fact the Rent Commission arbitrarily, willfully, unlawfully, and without evidence, and without notice to the owner, reduced the rentals to the damage, detriment, and irreparable loss to the owner of said property.

(8) Petitioners further aver and say that in the case of those tenants whose rents were fixed as a result of the hearings, which commenced on the 14th day of February, 1922, all of the evidence introduced on behalf of the rental agent and all of the evidence introduced by the tenants or by the Commission with the exception of the testimony of the individual tenants, themselves, show that the rent then being asked and received by the owner after deducting operating charges and expenses, made a net return to the owner of only \$3,387.97, and all of said testimony produced in the case on behalf of both the rental agent and the tenants shows that the value of the property today is \$2,637,730.95.

7 Petitioners submit herewith an analysis of all the testimony offered before the Rent Commission, which is attached hereto as Petitioner's Exhibit No. 1 and made a part hereof, and which was a part of the record before the Rent Commission, and upon which testimony and record the action of the Rent Commission was had, which action of the Rent Commission reduced the rentals in the following amounts, to wit:

Apt. No.	Tenant.	Rent received by owner.	Reduced to—
101 E.	George H. Verza.....	\$47.50	\$35.00
102 E.	T. K. Randall.....	40.00	40.00
209 E.	Marion L. Bickel.....	65.00	55.00
211 E.	Major S. A. White.....	100.00	75.00
311 E.	William A. Criag.....	85.00	75.00
411 E.	A. J. Pistor.....	85.00	70.00
510 E.	J. B. Showalter.....	80.00	75.00
103 S.	Samuel A. Aler.....	70.00	50.00
113 S.	D. L. Thomson.....	80.00	75.00
118 S.	Mrs. N. C. Jennings.....	35.00	28.50
401 S.	Frank M. Cooke.....	75.00	70.00
408 S.	G. B. Beyer.....	75.00	70.00
410 S.	Miss E. B. Woodward.....	80.00	72.50
514 S.	O. B. Martin.....	80.00	72.50
107 W.	Eugene F. C. Collier.....	90.00	67.50
108 W.	M. A. De Souza.....	75.00	67.50
112 W.	S. F. Smith.....	55.00	50.00
113 W.	Mrs. E. M. Marc.....	75.00	70.00
114 W.	Guy Bartley.....	100.00	70.00
210 W.	R. L. Nicholson.....	85.00	70.00
212 W.	Melvin E. Meyers.....	80.00	60.00
214 W.	Mabel K. Burkholder.....	80.00	75.00
216 W.	Martha Edwards.....	57.50	40.00
310 W.	Thos. J. Farrell.....	100.00	70.00
8			
318 W.	F. Parkinson.....	35.00	30.00
513 W.	John E. McClure.....	75.00	75.00
514 W.	Blanche Bolln.....	80.00	65.00

(9) Your petitioners respectfully submit that at the reduced figure, at which the Commission has by its order reduced the rentals, the return to the owner of said property will be nothing, and the net amount received from the property as a whole, when fully rented, will not be sufficient to pay the actual operating expenses, taxes, repairs, and depreciation charges, and if allowed to stand, will result in confiscating the property, and resulting in a great financial loss and sacrifice of the complainant's interest therein.

(10) Petitioners further aver and say that the Rent Commission of the District of Columbia received the testimony of the tenants in this property and permitted them to testify, over the objection and exception of counsel for the rental agent, as experts on the question of the rental value of the Apartments occupied by them in this property, when, in fact, it was clearly shown that the tenants had no knowledge whatsoever of rental values in the District of Columbia, had absolutely no knowledge of the reproduction cost of this building, had no knowledge of the cost of upkeep and operating expenses, and, in fact, did not know of one single element of the things that were required of them to qualify as experts to express an opinion as to the rental value of the respective apartments, occupied by the witnesses so permitted to testify.

(11) Petitioners further state upon information and belief that the remaining of the tenants occupying apartments in this
9 building are about to file complaints with the Rent Commission in order to take advantage of the reduction made by the Rent Commission in the rental of those tenants whose rent was passed upon by the Rent Commission, and petitioners further state upon information and belief that quite a number of tenants occupying apartments in this building have no financial standing and no property out of which recovery might be had by the owner for any loss of rent, pending the final disposition of this case in the Court of Appeals, and that unless relief is given to your petitioners by way of an injunction in this proceeding, your petitioners will be without remedy.

(12) Your petitioners respectfully show to this Honorable Court that petitioner Nannie E. Goss, having purchased said property, has taken over all of the rents and rent agreements in said cause heretofore entered into between the tenants and the owner, Lake, and all of said leases in the possession of the F. H. Smith Company, and the said complainant, Nannie E. Goss is at this time collecting all rents and supervising, managing, and directing the affairs of said apartment house from her office in the City of Washington, District of Columbia, and that the F. H. Smith Company, the former rental agent, has not in anywise control of or supervision over said building or any of the apartments in said building, and has absolutely nothing to do with said property directly or indirectly, and, therefore, are not in anywise made parties to this proceeding. Petitioner Goss had no knowledge of proceeding until after recording deed.

(13) Your petitioners further aver and say that in cases Nos. 4501 and 4424, the order of the Commission reads thus:

10 Filed Apr. 24, 1922. ———, Secretary.

Before the Rent Commission of the District of Columbia.

No. 4501.

M. A. DE SOUZA, Complainant,

vs.

THE F. H. SMITH COMPANY, Defendant.

Upon consideration of the complaint of M. A. De Souza, filed herein on the twenty-ninth day of August, 1921, the evidence and arguments submitted by the said M. A. De Souza, in support of said complaint, and by the defendant, The F. H. Smith Company, in opposition thereto, and a personal view and inspection of the apartment house hereinafter mentioned, the Commission, this fifteenth day of April, A. D. 1922, finds and determines that the sum of seventy-five dollars (\$75.00) per month, heretofore paid by the said M. A. De Souza, as rent for the apartment referred to in said complaint, to wit, Apartment No. 108 in the apartment house known and designated as "Clifton Terrace, West" in the City of Washington, District of Columbia, is an unfair and unreasonable rent for said apartment, in view of the character and condition of said apartment, the character and condition of said apartment house, and the character of service furnished therein, and that the fair and reasonable rent for said apartment, on the date of the filing of said complaint, was, and now is, sixty-seven dollars and fifty cents (\$67.50) per month.

By the Commission:

[SEAL.]

A. LEFTWICH SINCLAIR,
CLARA SEARS TAYLOR,
WM. F. GUDE,
Commissioners.

Copy.

108 West.

August 29, 1921.

\$67.50.

Filed Apr. 24, 1922. ———, Secretary.

Before the Rent Commission of the District of Columbia.

No. 4424.

EUGENE F. C. COLLIER, Complainant,

vs.

THE F. H. SMITH COMPANY, Defendant.

Upon consideration of the complaint of Eugene F. C. Collier, filed herein on the eighteenth day of August, 1921, the evidence and arguments submitted by the said Eugene F. C. Collier, in support of said complaint, and by the defendant, the F. H. Smith Company, in opposition thereto, and a personal view and inspection of the apartment house hereinafter mentioned, the Commission,
11 this fifteenth day of April, A. D., 1922, finds and determines that the sum of ninety dollars (\$90.00) per month, heretofore paid by the said Eugene F. C. Collier, as rent for the apartment referred to in said complaint, to wit, Apartment No. 107, in the apartment house known and designated as "Clifton Terrace, West," in the City of Washington, District of Columbia, is an unfair and unreasonable rent for said apartment, in view of the character and condition of said apartment, and the character and condition of said apartment house, and the character of service furnished therein, and that the fair and reasonable rent for said apartment, on the date of the filing of said complaint, was, and now is, sixty-seven dollars and fifty cents (\$67.50) per month.

By the Commission:

[SEAL.]

A. LEFTWICH SINCLAIR,
CLARA SEARS TAYLOR,
WM. F. GUDE,
Commissioners.

Copy.

107 W.

August 18, 1921, @ 67.50. 90.

Petitioners further state to the court that it will be noted in No. 4501 and also No. 4424 from this paper, itself, that while the order bore date of the 15th day of April 1922, it was not filed in the office of the Clerk of the Commission until April 24, 1922, and no notice of any character was given by the Commission nor did your petitioners have any notice, and upon information and belief they state that the rental agent had no notice and that the attorney for the rental agent had no notice until after ten days had expired from the date of this finding, and all this notwithstanding the fact that the Rule of the Rent Commission provides that if any person is aggrieved by the finding of the Commission, they shall, within ten days

from said finding, note an appeal to the Court of Appeals, and petitioners state that, by reason of the action of the Rent Commission, itself, petitioners are prevented and deprived of their rights on appeal in this case, and this notwithstanding the fact that the

12 Rent Commission Act provides for an appeal to the Court of Appeals from the findings of the Rent Commission.

(14) Petitioners further aver and say that as to numbers 3719, 3027, 1875, 2093, 3189, 3479, 3626, 3978, 3346, 3111, 3194, 3226, 3578 before the Rent Commission, in which the Commission passed orders reducing the rental, that these orders were passed without any notice to your petitioner, Felix Lake, the then owner of the property, notwithstanding the fact that during the whole period during which these proceedings were pending before the Rent Commission, your petitioner, Felix Lake, was in the City of Washington, where he now resides and where he then resided, and was at his office daily, which office is in the District of Columbia, and was during the whole of said time in the District of Columbia. Petitioner Felix Lake further states to the court that he had no knowledge of these proceedings before the Rent Commission until after the findings were had and the time for appeal, as provided by the Rules of the Rent Commission, has expired.

(15) Petitioners further aver and say upon information and belief, in fact as shown by the record in these cases and as admitted by the Chairman of the Commission during the hearing had before the Rent Commission and decided on the 22 day of April, 1922, that the action of the Commission in reducing the rents was had without a line of testimony, without a word of evidence as to the value of the property, its reproduction cost, or its rental value. In fact, no testimony of any character was heard by the Rent Commission upon which to lawfully base its findings, and petitioners say that the action of the Rent Commission in reducing the rent in all of the cases
13 herein involved was contrary to law, illegal, and amounts to the deprivation of this property without due process of law within the inhibition of the fifth amendment to the Constitution.

Petitioners, being without remedy except by the action of this court in restraining the Rent Commission in the premises, appeal to this Court.

Therefore, premises considered, petitioners pray:

(1) That the defendants and each of them be enjoined and restrained until further order of this court from in anywise enforcing or attempting to enforce the order of the Rent Commission of April 22, 1922, entered in the above entitled causes, and the defendant tenants and each of them be enjoined and restrained from in anywise undertaking to pay rent at the reduced rate fixed by the Rent Commission in its several orders of April 22, 1922, and from further in anywise enforcing or attempting to enforce all orders made by the Rent Commission having to do with the Clifton Terrace Apartment House prior to April 22, 1922.

(2) That upon final hearing of said cause the Rent Commission orders be declared void and the defendants, the members of the Rent

Commission and each of them be permanently enjoined and restrained from enforcing or attempting to enforce its orders of April 22, 1922, and all prior orders of the Rent Commission which in anywise reduce the rentals of the defendants in the Clifton Terrace Apartment House in any of the cases involved in said cause, and that the defendant tenants and each of them be permanently enjoined and restrained from in anywise paying rent in accordance with the orders of the Rent Commission or taking advantage
 14 of the orders of the Rent Commission entered in any of the above entitled causes, and that the defendant tenants and each of them be required to pay rental at the prices at which they were required to make payment under the terms of their agreement with the owner and at the rates at which they were paying rent to the owner prior to the date of the orders of the Rent Commission complained of in this bill.

(3) And for such other, further, and general relief as to the court would seem just and proper and that justice demands.

NANNIE E. GOSS.
 FELIX LAKE.

W. GWYNN GARDINER.

Atty. for Petitioners.

We, Nannie E. Goss and Felix Lake, being first duly sworn on oath depose and say that we have read the foregoing petition by us subscribed and know the contents thereof; that the matters and things therein contained of our own knowledge are true and those upon information and belief, we believe to be true.

NANNIE E. GOSS.
 FELIX LAKE.

Subscribed and sworn to before me, a Notary Public in and for the District of Columbia, this 10th day of May, A. D. 1922.

[SEAL.]

ETHEL R. GUISE,
Notary Public, D. C.

15

PETITIONERS' EXHIBIT No. 1.

Recapitulation of the Testimony in the Above Entitled Cause.

Cubical Contents.

Pg. 41. Mr. Boyle	3,720,000
Pg. 97. Mr. Lapich	3,662,000
Average cubical contents.....	3,691,000

Reproduction of Building, Including Builders' Profit of 10%.

Pg. 100. Mr. Donn \$.50 a cubic ft. as above.....	\$1,845,500
Pg. 66. Mr. Weller .50 a cubic ft. as above.....	1,845,500
Reproduction cost of building.....	1,845,500

Architect's Fee.

Architect's fee, 6% on cost of building as above 110,730.00

Value of Ground.

Pg. 208. Mr. Benton Areas 163,105.

Pg. 211. Mr. Benton 163,105 \$2.75 sq.
ft. \$448,538.75

Pg. 123. Mr. Gaddis 163,105 \$2.50 sq.
ft. 407,762.50

Pg. 102. Mr. Story 163,105 \$2.50 sq.
ft. 407,762.50

Average Value of ground..... 421,354.58

First Mortgage.

Pg. 69. Cost of financing first mortgage, 50% of
Total Cost of \$1,238,792.29 at Commis-
sion of 6% for obtaining loan..... 74,327.54
Interest First Mortgage at 3%..... 37,163.76

Second Mortgage.

Pg. 71. 30% of Total cost of \$1,238,792.29, Second
Mortgage of \$743,275.37, Commission at
10% 74,327.53
Pg. 71. Interest Second Mortgage at 6%..... 44,596.52

Owner.

Owner's Money at 20% of Total Cost of Building,
\$1,238,792.24 at 6% 29,731.02

Total Cost to Reproduce Property Today.....\$2,637,730.95

Rents.

Gross Rental for year 201,894.00
Operating expenses 59,366.64
16 Insurance and taxes..... 15,634.51
Commision for Col. of rents at
6% 12,113.64
Depreciation at 3% 74,327.54
Obsolescence at 1½%..... 37,163.77

Total cost to owner to carry building annually. \$198,506.10

Total Net Return to Owner..... 3,387.90

Interest on return to owner on value of property placing said value at \$2,637,730.95 at 8%, net return would be	211,018.48
Total amount on above actually received by owner net	3,387.90

Rents should be increased .62 plus per cent.

17

Restraining Order.

Filed May 12, 1922.

* * * * *

Upon consideration of the petition and exhibit of the complainants filed in the above entitled cause on May 10, 1922, praying for an injunction and restraining order to enjoin the members of the Rent Commission and all other defendants herein from in anywise enforcing or seeking an advantage of the determinations of the Rent Commission entered in the several cases enumerated in said bill of complaint and the number of each case set forth therein, it is by the Court this 12th day of May, A. D., 1922,

Ordered and decreed, that the defendants named in said bill, and each of them, are hereby enjoined from in anywise enforcing the several findings of the Rent Commission dated the 22nd day of April, 1922, and all other findings of the Rent Commission entered in each and all of the cases enumerated in said bill of complaint, until Friday, May 19, 1922, at 10 o'clock a. m., or until such further time as the court may direct; Provided that this order shall not in any way restrain the Rent Commission or its attorney from filing suits in the Municipal Court under section 112 of the Act known as the Food Control and District of Columbia Rent Act, and issuing summons thereon; and provided further that the complainants shall give bond in the penalty of Five Thousand dollars as provided by Equity Rule 41 of this Court.

By the Court:

JENNINGS BAILEY,
Justice.

I consent to above form of order.

CHAPIN BROWN,

Attorney for Rent Commission.

W. GWYNN GARDINER,

For Complainants.

18

Memorandum.

May 19, 1922.—Restraining order continued until May 26, 1922, at ten o'clock, a. m.

May 29, 1922.—Restraining order continued until June 2, 1922, or until further order of the court entered in said cause.

Motion of Defendants, Georgia M. Verzi et als., to Dismiss Bill of Complaint.

Filed June 2, 1922.

* * * * *

Come now the defendants, Georgia M. Verzi, S. A. White, Samuel E. Aler, David L. Thomson, Eugene F. C. Collier, Martha E. Edwards, John E. McClure, William A. Craig, A. J. Pistor, Frank M. Cooke, G. B. Beyer, E. B. Woodward, O. B. Martin, R. L. Nicholson, and Blanche Bolln, by Offutt and Imlay and J. N. Halper, their attorneys, and move this Honorable Court that the Bill of Complaint in the above-entitled cause be dismissed, for the following reasons:

1. That as appears by the Bill of Complaint herein, defendants have a plain and adequate remedy at law in that suits might be maintained either before the Rent Commission of the District of Columbia, or in the Municipal Court of the District of Columbia.

2. That the remedy by injunction sought in this cause has been taken away from the Supreme Court of the District of Columbia, by the provisions of Section 108e of the Act of May 22, 1922, continuing the operation of the so-called Rent Law of the District of Columbia.

19 3. That as appears by the Bill of Complaint herein in the various proceedings before the Rent Commission mentioned, plaintiffs were not parties in interest within the meaning of the Ball Rent Law.

OFFUTT AND IMLAY,
By CHARLES V. IMLAY,
J. N. HALPER,
Attorneys for Defendants,
Georgia M. Verzi et als.

20 *Affidavit of S. A. White in Opposition to Application for Injunction Pendente Lite.*

Filed June 2, 1922.

* * * * *

DISTRICT OF COLUMBIA, *To wit:*

S. A. White being first duly sworn on oath deposes and says that he is one of the defendants in the above entitled cause; that heretofore according to the records hereinafter referred to in the specific cases hereinafter mentioned, complaints were filed before the Rent Commission of the District of Columbia in cases numbered 4418, 4423, 4424, 4471, 4501, 4539, 4547, 4559, 4664, 4719, 4747, 4815, 4937 and 5143, certified copies of the record in said cases being attached hereto and marked Exhibits "A" to "N," respectively; that

among said cases as will appear by reference to said Exhibit "L" being case number 4815, was the case brought by this affiant under the title of S. A. White vs. The F. H. Smith Company; that all of said cases represented petitions by the tenants of the Clifton Terrace Apartment House asking the Commission to fix a fair and reasonable rental for their apartments; that the complaints in said cases were filed from August 16, 1921 when the case of Mabel K. Burkhokder vs. The F. H. Smith Company, Exhibit "B" was filed, until October 27, 1921 when the case of Georgia M. Verzi vs. The F. H. Smith Company, "Exhibit "N" was filed; that in all of the said cases the F. H. Smith Company is named as defendant; that the complaints in all the cases referred to were filed subsequently to the time, to wit; February 1, 1921 and February 14, 1921, when, as affiant is informed

and believes, said Felix Lake became the owner of the said
21 Clifton Terrace Apartment House by a deed from the Riker Realty Company; that following the filing of the complaints in each of the said cases copies of complaint and notice to plead were served on the defendant on the dates indicated in the various Exhibits "A" to "N" attached hereto; that thereafter notice of assignment and hearing was mailed by the Rent Commission to the attorneys for the complainants and defendants on the various dates indicated in the attached Exhibits "A" to "N" and that pursuant to such notice all of the above cases were set for hearing before the Rent Commission on February 14, 1922. On that date all of the above cases were called for hearing at which time W. Gwynn Gardiner, Esquire, responded for the defendant, saying he was not prepared and requested the Commission to allow him sufficient time to prepare an affidavit to the effect that the F. H. Smith Company was not the owner of the building and that Felix Lake was the owner; that the Commission did allow such time, whereupon E. G. Perry, Assistant Secretary of the F. H. Smith Company appeared with an affidavit to that effect; that the Commission proceeded to hear all the above cases. At this hearing the complainants submitted their testimony individually, the Commission allowing and giving the defendant an opportunity to cross-examine all of the said witnesses; that the hearing was thereupon continued until February 23, 1922, at which time it was again continued to March 2, 1922, and then

further continued to March 22, 1922, the continuance in each
22 time being at the instance of the defendant and that finally on March 22, 1922, the hearing was resumed at which time W. Gwynn Gardiner, Esquire, again appeared in behalf of the defendant and introduced evidence as to the operating income and expense of the said Clifton Terrace Apartment as well as evidence as to costs and values; that at this hearing the defendant called as a witness the said E. G. Perry, Assistant Secretary of the F. H. Smith Company, who testified as to the income and expense of the said apartment house and also called as a witness one Boyle, of the Boyle, Robertson Company who qualified and testified as an expert witness on construction costs and comparative values and defendants also called various other witnesses who qualified and testified as to comparative costs of reproduction and land values and that during the hearing

the said W. Gwynn Gardiner conducted the examination of all the above mentioned witnesses called in behalf of the defendant, and affiant is further informed and believes that said W. Gwynn Gardiner asked for further continuance to enable him to submit further evidence and that in accordance with such request the hearings were further continued to March 29, 1922, when the case was finally concluded; that on April 24, 1922, the Rent Commission fixed a fair and reasonable rent for the several apartments involved in the cases heretofore mentioned and affiant further says that on May 2, 1922, the defendant appeared before the Rent Commission and noted an appeal to the Court of Appeals of the District of Columbia from the
 23 determination of the Rent Commission in each of the cases heretofore mentioned and as indicated on the various certified copies of the records of the Rent Commission attached hereto and marked Exhibits "A" to "N."

S. A. WHITE.

Subscribed and sworn to before me this 1st day of June, A. D., 1922.

[SEAL.]

HALLOCK P. LONG,
Notary Public, D. C.

OFFUTT & IMLAY AND
 J. N. HALPER,
Attorneys for Defendants.

EXHIBIT "F."

Filed June 2, 1922.

Case No. 4539.

JOHN E. McCLURE

vs.

THE F. H. SMITH Co.

Rent of Premises Apt. 513 Clifton Terrace, West 14th and Clifton
 Sts. N. W.

Hearing:

Feb. 14, 1922.

Cont. to Feb. 23, 1922.

Cont. to Mar. 2, 1922.

Cont. to Mar. 22, 1922.

Cont. to Mar. 23, 1922.

Cont. to Mar. 29, 1922.

Cont. to May 16, 1922.

Cont. indefinitely.

Sept. 1, 1921. Complaint filed by Plaintiff.
 " 14, 1921. Copy of Complaint and Notice served on Defendant
 by Metropolitan Police.
 Feb. 7, 1922. Notice of Assignment and hearing mailed to Att'ys
 for Compl. and Defend't.
 " 14, 1922. Hearing, and case submitted, Cont. to Feb. 23, 1922,
 Con't to Mar. 2, 1922, Con't to Mar. 22, 1922,
 Con't to Mar. 23, 1922, Con't to Mar. 29, 1922,
 Con't to May 16, 1922.
 April 24, 1922. Determination—Rental—\$75.00 per mo.
 May 2, 1922. Appeal to Court of Appeals, by defendant, noted.
 April 28, 1922. Motion to rehear case filed by Plaintiff.
 May 16, 1922. Motion to set for hearing Con't indefinitely.
 May 19, 1922. Time for filing transcript of record extended to
 June 23, 1922.

24 I hereby certify that the foregoing is a true and accurate
 copy of the original paper on file in the office of the Rent
 Commission.

[SEAL.]

W. E. CHAPMAN,
Secretary Rent Commission.

May 25, 1922.

EXHIBIT "L."

Filed June 2, 1922.

Case No. 4815.

S. A. WHITE

vs.

THE F. H. SMITH Co.

Rent of Premises Clifton Terrace East, 211 14th and Clifton Sts.
 N. W.

Hearing:

February 14, 1922.
 Cont. to Feb. 23, 1922.
 Cont. to Mar. 2, 1922.
 Cont. to Mar. 22, 1922.
 Cont. to Mar. 23, 1922.
 Cont. to Mar. 29, 1922.

Sept. 29, 1921. Complaint filed by Plaintiff.
 Oct. 4, 1921. Copy of Complaint and Notice served on Defendant
 by Metropolitan Police.
 Feb. 7, 1922. Notice of Assignment and hearing mailed to Att'ys
 for Compl. and Defend't.

Feb. 14, 1922. Hearing, and case submitted, Cont. to Feb. 23, 1922,
Con't to Mar. 2, 1922, Cont. to Mar. 23, 1922,
Cont. to Mar. 29, 1922.

April 24, 1922. Determination, Rental, \$75.00 per mo.

May 2, 1922. Appeal to Court of Appeals, by defendant, noted.

May 19, 1922. Time for filing transcript of record is extended to
June 23, 1922.

I hereby certify that the foregoing is a true and accurate copy of
the original on file in the office of the Rent Commission.

[SEAL.]

W. E. CHAPMAN,
Secretary Rent Commission.

May 25, 1922.

25 *Affidavit of William A. Craig in Opposition to Application
for Injunction Pendente Lite.*

Filed June 2, 1922.

* * * * *

DISTRICT OF COLUMBIA, ss:

William A. Craig, being first duly sworn, on oath deposes and says that he is one of the defendants in the above-entitled cause; that he has heretofore rented Apartment No. 311 in East Clifton Terrace Apartment House, first under a written agreement with the F. H. Smith Company, and thereafter as monthly tenant upon the expiration of said written agreement; that he heretofore filed before the Rent Commission of the District of Columbia, on April 19, 1921, a complaint against Felix Lake, in a cause entitled William A. Craig vs. Felix Lake, No. 3027, said complaint asking for a reduction of the rent on said apartment, which had theretofore been \$85.00 per month; that following the proceedings in said case, and the hearing on July 11, 1921, in connection with similar cases brought by other tenants against the F. H. Smith Company, Felix Lake, and the Carnegie Real Estate Company, an order was passed on August 15, 1921, fixing the rental on said apartment at the rate of \$75.00 per month; that thereafter, although Felix Lake was the owner of said property, the F. H. Smith Company continued to collect rentals for the same, and in a letter of September 1, 1921, signed by affiant's attorney, a true copy of which is attached hereto, marked Exhibit "A," and made a part of this affidavit, affiant tendered to the F. H. Smith Company the sum of \$30.20 as set forth in the statement contained in said letter; that the same was in the form of a check
26 drawn by affiant to the F. H. Smith Company; that the original of said check is attached hereto, marked Exhibit "B," and prayed to be read as a part hereof; that the said check was accepted by said F. H. Smith Company; that no objection was made by said F. H. Smith Company, that it was the wrong person with whom to make settlement, nor was any objection then or thereafter made by Felix Lake or by any one acting in his behalf.

WILLIAM A. CRAIG.

Subscribed and sworn to before me this 1st day of June, A. D., 1922.

OLIVE E. FITZGERALD, [SEAL.]
Notary Public, D. C.

EXHIBIT "A."

Filed June 2, 1922.

F. H. Smith, Co.,
815 Fifteenth St. N. W.,
Washington, D. C.

September 1, 1920.

GENTLEMEN:

Referring to the complaint of Wm. A. Craig vs. Felix Lake before the Rent Commission as to the rental of Apartment 311, Clifton Terrace, East, you have no doubt received a copy of the determination of the Commission filed on August 15, 1921, that \$75 per month, including telephone service, was the fair and reasonable rent from the date of the filing of the complaint.

In accordance with the provisions of the Ball Law, Mr. Craig has requested me to enclose you his check in the sum of \$30.20 being in full of rent for the current month, he having made deductions for overpayment since the filing of his complaint, the account being as follows:

27	Rent for the month of September, 1921.....	\$75.00	
	Telephone bill for August.....	2.85	
			\$77.85
	Refund from Apr. 19 to Apr. 30.....	\$3.65	
	Refund for May, June, July and August at \$10		
	per mo.....	40.00	
	Refund for telephone service charge for May, June,		
	July and August at \$1.00.....	4.00	
		\$47.65	47.65
			\$30.20

Your telephone statement, which is also enclosed herewith, shows a charge of "account rendered" \$3.55. This item has been struck off from the bill inasmuch as Mr. Craig states this was paid on August 2nd.

Kindly acknowledge receipt of this communication, and oblige,
Yours very truly,

(Sgd.)

L. P./M. E.

LEON PRETZFELDER.
[W. A. CRAIG.]*

EXHIBIT "B."

Filed June 2, 1922.

Washington, D. C., Sept. 1, 1921. No. —.
The Washington Loan and Trust Company.

Cash Capital, \$1,000,000.

Pay to the order of The F. H. Smith Co. \$30.20 Thirty and 20/100
Dollars and charge the same to the account of Book No. 102,250.
W. A. CRAIG.

(Endorsements:) Pay to the order of the Commercial National
Bank 270 Washington, D. C. 270 F. H. Smith Co. Pay to the order
of any bank, banker or Trust Co. Prior Endorsements Guaranteed.
Sep. 3, 1921. The Commercial National Bank, 15-10, of Washing-
ton, D. C. 15-10.

28 *Affidavit of Adolph J. Pistor in Support of Motion to Dissolve
Restraining Order and in Opposition to Application for In-
junction Pendente Lite.*

Filed June 2, 1922.

* * * * *

DISTRICT OF COLUMBIA, ss:

Adolph J. Pistor, being first duly sworn, on oath deposes and says that he is one of the defendants in the above entitled cause; that heretofore on September 8, 1920, by a written agreement with F. H. Smith Company, one of the originals of which is attached hereto, and marked Exhibit "A", and prayed to be read as a part hereof, said written agreement being signed by F. H. Smith Company, as lessor, by the genuine signature of E. G. Perry, its Assistant Secretary, and by the genuine signature of affiant, said F. H. Smith Company leased to affiant apartment number 411, on the 4th floor of the East Clifton Terrace Apartment House, for the space of one year, commencing October 1, 1920, for the sum of \$1,020.00, payable in monthly instalments of \$85.00 each; that at the time of the making of the said written agreement, affiant had no definite knowledge as to the ownership of said apartment house, though he and other tenants understood that said apartment house was owned by the Riker Realty Company, though neither affiant nor to affiant's knowledge any of the other tenants of the East, South or West Clifton Terrace Apartment House had any direct dealings with said Riker Realty Company; that affiant had been a tenant in said Apartment No. 411 for a number of years prior to the making of said agreement of September 8, 1920, under previous ownerships; that said F. H. Smith

29 Company had been collecting rents from affiant and other tenants for several months prior to the making of said agreement; that the matter of making said agreement was first brought to the attention of affiant in a letter of July 28, 1920, from said Company signed on behalf of E. G. Perry, its Assistant Secretary, received by affiant on or about the following day, the original of which is attached hereto, marked Exhibit "B", and made a part of this affidavit, and later by a letter from the same company signed by said Perry of August 31, 1920, received by affiant on or about the following day, the original of which is attached hereto, marked Exhibit "C", and made a part of this affidavit; that to affiant's knowledge, a number of other tenants in the various parts of said apartment house above-named received letters exactly similar to said letter of July 28, 1920; that affiant paid his rental at the rate fixed in said agreement for a number of months thereafter to said F. H. Smith Company, dealing with it entirely as the owners of said property; that thereafter on October 7, 1920 affiant filed before the Rent Commission of the District of Columbia, in Case No. 1875 entitled A. J. Pistor vs. F. H. Smith Company, a complaint for the reduction of rent, a copy of which complaint was duly served upon said F. H. Smith Company, and that in said case on November 17, 1920, an order was passed determining that the fair rental of said apartment was \$70.00, as will more fully appear by a certified copy of the proceedings of said case before the said Rent Commission attached hereto, marked Exhibit "D," and made a part of this affidavit; that thereafter prior to December 1, 1920, affiant tendered to said company \$44.60 for rent for December, 1920, with reduction as
30 of October 7, 1920, whereupon said company by said Perry wrote a letter of December 1, 1920, declining same, said letter being attached hereto as Exhibit "E," and made a part hereof; said company thereupon acting as the owner of said apartment, filed a complaint in the Municipal Court in its name as plaintiff, the copy of said complaint served on affiant being attached hereto, marked Exhibit "F," and made a part hereof; said complaint being in a cause entitled, The F. H. Smith Company vs. A. J. Pistor, L. & T. No. 194,717; that thereafter because of the doubt existing at that time in the District of Columbia as to the constitutionality of the Act under which said Rent Commission was functioning, affiant was compelled to accede to the demand of said F. H. Smith Company for larger rental, and said complaint was dismissed; that said rental was paid to said F. H. Smith Company, in each instance, until on or about February 20, 1921, when one of the plaintiffs herein, Felix Lake, notified affiant, in writing, a copy of which is attached hereto marked Exhibit "G," and prayed to be made a part hereof; that on and after March 1, 1921, his rent and telephone bill would be payable at the office of the Carnegie Real Estate Company, 903 New York Avenue, Northwest; that said notice was the first information that affiant had of the acquisition of the title to said premises by said Felix Lake and the said title having been acquired by him as affiant afterwards has been informed and believes by a deed from the Riker Realty Company, dated February 1, 1921, and recorded

February 14, 1921, in Liber 4485, folio 489 of the Land Records of the District of Columbia; that affiant paid his rent for a short while, namely, for the months of March, April, and May to the said Carnegie Real Estate Company, at its office 903 New York Avenue, Northwest, of which, as affiant is informed and believes Felix Lake was and is the president; that affiant paid for said months of March and April, 1921, rental at the old rate of \$85.00; that for the month of May, 1921, however, affiant paid the reduced rental of \$70.00, the constitutionality of the Ball Rent Law having then been upheld, receiving from said Carnegie Real Estate Company, through its agent, a receipt for said \$70.00, the check for said \$70.00 and the receipt being attached hereto as Exhibits "H" and "I" respectively and made parts hereof; that no objection was then or thereafter made by said Carnegie Real Estate Company or by said Lake as to the acceptance of said reduced rental; that thereafter, however, upon notice from the F. H. Smith Company, dated May 12, 1921, the original of which is attached hereto marked Exhibit "J," and made a part of this affidavit, affiant resumed the payments of the rent to said F. H. Smith Company although as affiant is informed and believes said Lake continued to be owner; that affiant then took up with said Company the adjustment of rent over the period when he had been paying the original rental, receiving from said company as owner notices of June 4, 6, 18 and 24, attached hereto, and marked respectively Exhibits "K-N," inclusive, in all of which said company purports to be the owner of said property; that said company then on July 9, 1921, filed against affiant in the Municipal Court of the District of Columbia, an action for possession, entitled F. H. Smith Company vs. A. J. Pistor, L. & T. No. 203,023, possession being sought on the ground that affiant had tendered an insufficient sum of money for rent, affiant having, however, tendered the proper amount due after due allowance for the reduction for the rental of said apartment under the terms of the order of November 17, 1920; that although said Felix Lake was at said time, viz., on July 9, 1921, the owner of said property, and remained owner, as affiant is informed and believes, until the transfer to plaintiff, Goss, in April, 1922, said action was brought by F. H. Smith Company as owner, and plaintiff in said possession suit, as will appear by the copy of the complaint served on affiant, attached hereto as Exhibit "O", and made a part of this affidavit; that in said possession suit judgment was entered in favor of affiant, said F. H. Smith Company accepting the sum of \$38.00 as the proper balance due on account of accrued rents; to and including July 31, 1921, the same being the proper amount under the order of the Rent Commission hereinbefore referred to, said sum of \$38.00 being received by said company in the form of a check of June 29, 1921, attached hereto, marked Exhibit "P," and made a part of this affidavit; that thereafter said F. H. Smith Company continued to receive rents at the rate fixed in the determination of the Rent Commission as aforesaid without objection from it or anyone until April, 1922, affiant having received on or about April 20, 1922, a notice from plaintiff, Goss, of her

purchase of said property, which is attached hereto as Exhibit "Q,"
the rent for May, 1922, having been paid by arrangement of
33 counsel in this cause.

ADOLPH J. PISTOR.

Subscribed and sworn to before me this 1st day of June, A. D.,
1922.

OLIVE E. FITZGERALD, [SEAL.]
Notary Public, D. C.

EXHIBIT "B."

Filed June 2, 1922.

The F. H. Smith Company,
Real Estate, Loans, Investments,
815 Fifteenth Street, N. W.,
Washington, D. C.

July 28, 1920.

Mr. A. J. Pistor,
Clifton Terrace East, No. 411,
City.

DEAR SIR:

We are now executing leases for next year and would be glad to
renew your lease which expires October 1, 1920, at a monthly rental
of \$85.00.

We would appreciate it if you would inform us at the earliest pos-
sible moment if it is your intention to renew the lease, so we may
learn what apartments will be available.

Not hearing from you by August 15, we will assume that it is not
your intention to renew; in which event we will make efforts to lease
your apartment to someone else.

Very truly yours,

THE F. H. SMITH COMPANY,
By E. G. PERRY,
B.,
Asst. Secretary.

E. G. P.: C.

EXHIBIT "C."

Filed June 2, 1922.

The F. H. Smith Company,
Real Estate, Loans, Investments,
815 Fifteenth Street, N. W.,
Washington, D. C.

August 31st, 1920.

Some weeks ago a letter was addressed to you informing you on what terms you could renew your lease for your apartment in Clifton Terrace. Having had no reply informing us that it is your intention to renew, we assume that you have decided to vacate the apartment at the expiration of your present lease.

In order that there will be no misunderstanding regarding the matter, we desire at this time to formally notify you that inasmuch as the new lease has not been executed we will desire possession of the apartment on or before September 30th, 1920.

Very truly yours,

THE F. H. SMITH COMPANY,
By E. G. PERRY,
Asst. Secretary.

EXHIBIT "D."

Filed June 2, 1922.

Case No. 1875.

A. J. PISTOR

vs.

F. H. SMITH Co.

Rental of Premises 411 Clifton Terrace East.

Hearing:

November 11, 1920.

Cont. to Nov. 16, 1920.

Oct. 7, 1920. Complaint filed by Plaintiff.

Oct. 1920. Copy of Complaint and Notice served on Defendant
by Metropolitan Police.

Nov. 4, 1920. Notice of assignment and hearing mailed to Att'ys
for Compl. and Defndt.

Nov. 11, 1920. Hearing, and case submitted, continued to November
16, 1920.

Nov. 17, 1920. Determination—Rent fixed at \$70.00 per month.

I hereby certify that the foregoing is a true and accurate copy of the original paper filed in the office of the *office of the Rent Commission*.

[SEAL.]

W. E. CHAPMAN,
Secretary Rent Commission.

May 25, 1922.

36

EXHIBIT "E."

Filed June 2, 1922.

The F. H. Smith Company,
Real Estate, Loans, Investments,
815 Fifteenth Street, N. W.,
Washington, D. C.

December 1, 1920.

Mr. A. J. Pistor,
#411 Clifton Terrace East,
Washington, D. C.

DEAR SIR:

We are returning herewith check for \$44.60 received this morning to apply on your rent.

The rent of your apartment is \$85 per month as indicated in the lease executed by you and this is the rent which we must insist that you pay.

Unless check for the proper amount is received by noon, December 3rd, suit will be instituted for possession of same.

Very truly yours,

THE F. H. SMITH COMPANY,
By E. G. PERRY,
Assistant Secretary.

E. G. P.: M.

Enclosure 1.

Copy.

EXHIBIT "F."

Complaint and Summons—Landlord vs. Tenant.

Filed June 2, 1922.

In the Municipal Court of the District of Columbia, 317-19 John
Marshall Place.

No. 194,717.

THE F. H. SMITH COMPANY, a Corporation Existing under the Laws
of the State of Delaware, Plaintiff,

vs.

A. J. PISTOR, Defendant.

DISTRICT OF COLUMBIA, *To wit:*

Your Complainant, The F. H. Smith Company, a corporation duly organized under the laws of the State of Delaware, states that it is entitled to the possession of the premises Apt. 411 Clifton Terrace East 13th & Clifton Sts. N. W. located in the District of Columbia, and that the same is unlawfully detained from it and held without right by the defendant A. J. Pistor to whom the complainant had heretofore rented the said premises as a monthly tenant and whose tenancy and estate therein has been determined by default in the payment of rent, as provided in the agreement under which said tenancy was established. Complainant therefore prays that a Summons be issued commanding the said defendant to appear and show cause why judgment should not be given against said defendant for the restitution of the possession of said premises, and costs of this suit.

THE F. H. SMITH COMPANY,

Complainant,

By (X) E. G. PERRY,

Assistant Secretary.

38 DISTRICT OF COLUMBIA, ss:

E. G. Perry being first duly sworn, says that he is the Assistant Secretary of The F. H. Smith Company, and is the person authorized by it to sign its corporate name to the foregoing complaint. That he has read the foregoing complaint by him subscribed for said Company and knows the contents thereof, and that the facts therein stated are true.

(X) E. G. PERRY.

Subscribed and sworn to before me this 9th day of December A.
D. 1920.

(X) E. G. PERRY, [SEAL.]

Notary Public.

815 Fifteenth St. N. W.

Summons.

In the Municipal Court of the District of Columbia.

No. —.

THE F. H. SMITH COMPANY, a Corporation Existing under the Laws
of the State of Delaware, Plaintiff,

vs.

A. J. PISTOR, Defendant.

The President of the United States to the defendant, A. J. Pistor,
Greeting:

You are hereby summoned to appear in this Court on the 21
day of Dec. A. D. 1920, at 10 o'clock a. m., to answer the plaintiff's
complaint and show cause why judgment should not be given
against you for the restitution of the possession of the premises
described in the complaint under oath filed herein by said plaintiff,
besides costs; and in case of your failure so to appear and
39 answer, the suit will be proceeded with as in case of default.

Witness the Honorable Judges of said Court this 9th day
of Dec. A. D. 1920.

BLANCHE NEFF,
Clerk.

R. H. ROLLINS,
Assistant Clerk.

40

EXHIBIT "G."

Filed June 2, 1922.

On and after Mar. 1, 1921, your rent and telephone bill is payable
at the office of the Carnegie Real Estate Co. 903 N. Y. Ave., N. W.

FELIX LAKE.

EXHIBIT "H."

Filed June 2, 1922.

No. 234.

Washington, D. C., May 2, 1921.

Second National Bank.

Pay to the order of Carnegie Real Estate Co. Seventy and no./100
Dollars \$70 00/100.

A. J. PISTOR.

Member F. R. B. District No. 5.
Collectible at Par.

(Endorsed:) Carnegie Real Estate Co. Nannie E. Goss, Agent.
Pay to the order of any Bank, Banker or Trust Co. Prior endorse-
ments guaranteed. May 3, 1921. The Commercial National Bank
15-10 of Washington, D. C. 15-10.

41

EXHIBIT "I."

Filed June 2, 1922.

The Carnegie Real Estate Co.,
Real Estate, Loans, Insurance,
903 New York Avenue N. W.,
Washington, D. C.

Telephone, Main 5948.

Rent Department.

Received rent from A. J. Pistor, 411 East Clifton Terrace,
\$[85.00]* 70.00 for month beginning the 1st Day of May, 1921.

THE CARNEGIE REAL ESTATE CO.,
By J. H.

Date May 2/21.

EXHIBIT "J."

Filed June 2, 1922.

The F. H. Smith Company,
Real Estate, Loans, Investments,
815 Fifteenth Street N. W.,
Washington, D. C.

May 12th, 1921.

Mr. A. J. Pistor,
Apt. No. 411 East Clifton Terrace,
City.

MY DEAR SIR:

42 Mr. Felix Lake, the owner of the building in which you
reside, has designated this Company as his exclusive rental
agent. You should therefore make all future payments of
rent at this office.

It is Mr. Lake's desire, as well as ours, to maintain this building
in the best possible manner, giving efficient service at all times,
and asking your cooperation towards that end we want you to feel
that this office is always open to you for suggestions.

Very truly yours,

THE F. H. SMITH COMPANY.

[*Erased in copy.]

EXHIBIT "K."

Filed June 2, 1922.

The F. H. Smith Company,
Real Estate, Loans, Investments,
815 Fifteenth Street, N. W.,
Washington, D. C.

June 4, 1921.

Mr. A. J. Pistor,
Apt. 411 Clifton Terrace East,
Washington, D. C.

DEAR SIR:

We have your favor of June 1st, regarding the rebate which you claim by reason of payments of rent by you in excess of the amount stipulated by the Rent Commission.

In this connection we beg to say that acting on authority of the Rent Commission we are not making any allowances to tenants on account of these excess payments, but will settle same at the proper time through the Rent Commission. In the meantime we are informed by the Rent Commission the tenants must pay each month promptly when due the rent stipulated by it. We are requesting, therefore, that you permit us to receive your check for the amount due on June 1st and any rebate which is due you must be handled through the Rent Commission.

Very truly yours,

THE F. H. SMITH COMPANY,
By E. G. PERRY,
Ass't Secretary.

EXHIBIT "L."

Bill.

Filed June 2, 1922.

Rent Department.

Washington, D. C., Jun. 7, 1921.

A. J. Pistor, Dr.

In Account with The F. H. Smith Company, 815 Fifteenth Street
N. W.

To rent to Jul. 1, 1921, 411 E. Clifton Terrace, 70.00.
Prompt remittance will be appreciated.

EXHIBIT "M."

Final Notice.

Filed June 2, 1922.

Office of The F. H. Smith Co.,
815 Fifteenth Street N. W.,
Washington, D. C.
Rent Department.

18 June, 1921.

Mr. A. J. Pistor:

This is to notify you that, unless your rent which is considerably overdue, is paid by noon tomorrow, suit will be instituted for possession of the premises which you occupy.

THE F. H. SMITH COMPANY.

411 East.

EXHIBIT "N."

Final Notice.

Filed June 2, 1922.

Office of The F. H. Smith Co.,
815 Fifteenth Street N. W.,
Washington, D. C.
Rent Department.

Jun. 24, 1921.

Mr. A. J. Pistor:

45 This is to notify you that, unless your rent which is considerably overdue, is paid by noon tomorrow, suit will be instituted for possession of the premises which you occupy.

THE F. H. SMITH COMPANY.

46

Copy.

EXHIBIT "O."

Complaint and Summons—Landlord vs. Tenant.

Filed June 2, 1922.

In the Municipal Court of the District of Columbia, 317-319 John
Marshall Place.

No. 203,023.

THE F. H. SMITH COMPANY, a Corporation Existing under the Laws
of the State of Delaware, Plaintiff,

vs.

A. J. PISTOR, Defendant.

DISTRICT OF COLUMBIA, *To wit:*

Your Complainant, The F. H. Smith Company, a corporation duly organized under the laws of the State of Delaware, states that it is entitled to the possession of the premises Apt. 411 East Clifton Terrace, 13th & Clifton Sts., N. W. located in the District of Columbia, and that the same is unlawfully detained from it and held without right by the defendant A. J. Pistor to whom the complainant had heretofore rented the said premises as a term tenant and whose tenancy and estate therein has been determined by default in the payment of rent, as provided in the agreement under which said tenancy was established. Complainant therefore prays that a Summons be issued commanding the said defendant to appear and show cause why judgment should not be given against said defendant for the restitution of the possession of said premises, and costs of this suit.

THE F. H. SMITH COMPANY,
Complainant,(Signed) By E. G. PERRY,
Assistant Secretary.

47 DISTRICT OF COLUMBIA, ss:

E. G. Perry, being first duly sworn, says that he is the Assistant Secretary of The F. H. Smith Company, and is the person authorized by it to sign its corporate name to the foregoing complaint. That he has read the foregoing complaint by him subscribed for said Company and knows the contents thereof, and that the facts therein stated are true.

(Signed)

E. G. PERRY,
[*Asst. Secty.*]*

[*Erased in copy.]

Subscribed and sworn to before me this 27th day of June A. D. 1921.

(Signed)

FLORA E. DAVIS, [SEAL.]
Notary Public.

815 Fifteenth St. N. W.

Summons.

In the Municipal Court of the District of Columbia.

No. —.

THE F. H. SMITH COMPANY, a Corporation Existing under the Laws
of the State of Delaware, Plaintiff,

vs.

A. J. PISTOR, Defendant.

The President of the United States to the defendant, A. J. Pistor,
Greeting:

You are hereby summoned to appear in this Court on the 9 day
of July A. D. 1921, at 10 o'clock a. m., to answer the plaintiff's
complaint and show cause why judgment should not be given against
you for the restitution of the possession of the premises described
in the complaint under oath filed herein by said plaintiff, besides
costs; and in case of your failure so to appear and answer, the suit
will be proceeded with as in case of default.

48 Witness the Honorable Judges of said Court this 27th day
of June A. D. 1921.

[SEAL.]

BLANCHE NEFF,
Clerk,
E. E. CUMMINS,
Assistant Clerk.

49

EXHIBIT "P."

Filed June 2, 1922.

No. —.

. Washington, D. C., June 29, 1921.

Second National Bank.

Pay to the order of The F. H. Smith Co. Thirty eight and no/100
Dollars \$38.00/100.

A. J. PISTOR.

Paid.

Member of F. R. B. District No. 5.

Collectible at Par.

(Endorsed:) Pay to the order of The Commercial National Bank 270 Washington, D. C. 270 F. H. Smith Co. Pay to the order of any bank, banker or trust Co. Prior endorsements guaranteed. Jul. 15, 1921. The Commercial National Bank 15-10 of Washington, D. C. 15-10.

50

EXHIBIT "Q."

Filed June 2, 1922.

DEAR SIR:

I have recently purchased the Clifton Terrace Apartments, in which you reside, and have placed the management of the building in the office of the Carnegie Real Estate Company at 1344 G Street, Northwest. I would appreciate it, therefore, if in the future you would make all rent payments to them.

Trusting that our relations as landlord and tenant will be mutually agreeable, I am.

Yours very truly,

NANNIE E. GOSS.

51 *Affidavit of Frank M. Cooke in Opposition to Application for Injunction Pendente Lite.*

Filed June 2, 1922.

* * * * *

DISTRICT OF COLUMBIA, ss:

Frank M. Cooke, being first duly sworn, on oath deposes and says that he is one of the defendants in the above-entitled cause; that heretofore according to the records hereinafter referred to in the specific cases hereinafter mentioned, complaints were filed before the Rent Commission of the District of Columbia in cases Nos. 3719, 3027, 3189, 3479, 3626, 3928, 3346, 3111, 3194, 3226 and 3578, certified copies of the record in said cases being attached hereto, and marked Exhibits "A" to "K," respectively; that among said cases, as will appear by reference to said Exhibit "C", being case No. 3189, was the case brought by this affiant under the title of Frank M. Cooke vs. Carnegie Real Estate Company; that all of said cases represented complaints by the tenants of the Clifton Terrace Apartment House for a reduction in rents; that the complaints in said cases were filed from April 19, 1921, when the case of William A. Craig vs. Felix Lake, Exhibit "B" was filed, until June 17, 1921, when the case of O. B. Martin vs. The F. H. Smith Company, Exhibit "F", was filed; that the F. H. Smith Company was named as defendant in cases Nos. 3719, Exhibit "A"; 3928, Exhibit "F"; and 3578, Exhibit "K"; that in case No. 3346, Exhibit "G", the said F. H. Smith Company is named as co-defendant with Felix Lake; that in cases Nos. 3027, Exhibit "B"; 3479, Exhibit "D"; 3626, Exhibit "E"; and 3226, Exhibit "J"; Felix Lake is named as defendant; that in cases Nos. 3189, Exhibit "C"; 3111,

52

Exhibit "H"; and in 3194, Exhibit "I", the Carnegie Real Estate Company is named as defendant; that the complaints in all the cases referred to were filed subsequently to the time, to wit, February 1, 1921, and February 14, 1921, when as affiant is informed and believes, said Felix Lake became the owner of the Clifton Terrace Apartment House by a deed from the Riker Realty Company, dated and recorded on said dates respectively; that following the filing of the complaints in each of the said cases, copies of the same were served and notices to plead to the same were served upon each of the defendants named in each of the respective cases in periods of from one to three weeks thereafter; that all of said cases were thereafter answered by the respective defendants, the answers in cases Nos. 3027, Exhibit "B", 3479, Exhibit "D", 3626, Exhibit "E", 3346, Exhibit "G", and 3226, Exhibit "J" all being filed in said cases on behalf of said Felix Lake by Charles N. Joyce, Esquire, appearing in each of these cases as attorney for Felix Lake; that answers were filed in due course likewise, in cases No. 3189, Exhibit "C" and 3194, Exhibit "I", in which the Carnegie Real Estate Company was named as defendant by Charles N. Joyce, as attorney for said Carnegie Real Estate Company.

And affiant further says that he is informed and believes that the Carnegie Real Estate Company, is and always has been a company in which said Felix Lake has either a controlling or a substantial interest, as will also appear by reference to the said
53 case No. 3111, Exhibit "H", in which the answer to the complaint in said case is filed on behalf of said Carnegie Real Estate Company by said Felix Lake; and affiant further says that the F. H. Smith Company in all the other cases mentioned, namely, Nos. 3719, Exhibit "A", 3928, Exhibit "F", 3346, Exhibit "G", and 3578, Exhibit "K", was acting for and on behalf of Felix Lake, and that the three defendants named in the respective cases, to wit, the F. H. Smith Company, Carnegie Real Estate Company, and Felix Lake, were at all times at the filing of said complaints and during all the proceedings that thereafter followed, identical with one another in interest; that in case No. 3346, which, as will appear by reference to Exhibit "G", was filed against the F. H. Smith Company and Felix Lake jointly, and in which answers were filed both by said F. H. Smith Company and said Felix Lake, no objection was made on behalf of either of said defendants for a misjoinder of parties; that as a further evidence of the identity in interest of said three defendants, affiant says that thereafter all of said cases came on for hearing on July 11, 1921; that each of the plaintiffs in said cases named took the stand and testified before said Rent Commission as to the facts in his or her individual case; that thereupon said plaintiffs were cross-examined in practically every instance by attorney, Charles N. Joyce, appearing as the attorney heretofore mentioned for said Felix Lake, and said Carnegie Real Estate Company; that the cases were tried as practically one case, all of the tenants in said cases
54 named presenting their evidence one after the other before the defendants presented their evidence, said attorney Charles N. Joyce and E. G. Perry, assistant secretary of F. H. Smith

Company meanwhile sitting at the counsel table in frequent conference with one another; that upon the conclusion of all the testimony on behalf of the tenants upon the same day, July 11, 1921, the defendants, F. H. Smith Company, Carnegie Real Estate Company and Felix Lake, together submitted their testimony in defense, said E. G. Perry himself taking the stand and being examined by said Attorney Joyce, and the Rent Commissioners; that at no time during said hearing was any distinction made or attempted to be made as to said defendants.

And affiant says that subsequent to said order on August 15, 1921, he paid and has ever since thereafter paid until the institution of this suit and the passing of the restraining order herein, a rental at the rate of \$70.00 per month, the rate fixed in said order of August 14, 1921, said rental being paid to the F. H. Smith Company without any objection being raised thereto by said Felix Lake or anyone on his behalf until the filing of this suit; and affiant is informed and believes that in all the other instances herein mentioned, rentals have been paid under the terms of said order of August 15, 1921, without objection by said Felix Lake or anyone on his part, until the filing of this suit.

FRANK M. COOKE.

Subscribed and sworn to before me this 1st day of June, A. D., 1922.

OLIVE E. FITZGERALD, [SEAL.]
Notary Public, D. C.

55

EXHIBIT "A."

Filed June 2, 1922.

Case No. 3719.

W. RAY LOOMIS

vs.

THE F. H. SMITH COMPANY.

Rent of Premises 209 Clifton Terrace East, 13th & Clifton Sts. N. W.

Hearing July 11, 1921.

June	1, 1921.	Complaint filed by Plaintiff.
June	7, 1921.	Copy of Complaint and Notice served on Defendant by Metropolitan Police.
June	10, 1921.	Answer filed by Defendant.
July	5, 1921.	Notice of Assignment and hearing mailed to Atty's for Compl. and Defend't.
July	11, 1921.	Hearing, and case submitted.
Aug.	15, 1921.	Determination, Rental fixed at \$55.00 per month.

I hereby certify that the foregoing is a true and accurate copy of the original on file in the office of the Rent Commission.

[SEAL.]

W. E. CHAPMAN,
Secretary Rent Commission.

May 25, 1922.

56

EXHIBIT "B."

Filed June 2, 1922.

Case No. 3027.

WILLIAM A. GRAIG

vs.

FELIX LAKE.

Rent of Premises 311 Clifton Terrace East, 13th & Clifton Sts. N. W.

Hearing July 11, 1921.

Defendant's attorney, Charles N. Joyce.

Apr. 19, 1921. Complaint filed by Plaintiff.
Apr. 26, 1921. Copy of Complaint and Notice served on Defendant by Metropolitan Police.
May 2, 1921. Answer filed by Charles N. Joyce.
July 5, 1921. Notice of Assignment and hearing mailed to Atty's for Compl. and Defend't.
July 11, 1921. Hearing, and case submitted.
August 15, 1921. Determination, Rental fixed at \$75.00 per month.

I hereby certify that the foregoing is a true and accurate copy of the original on file in the office of the Rent Commission.

[SEAL.]

W. E. CHAPMAN,
Secretary Rent Commission.

May 25, 1922.

57

EXHIBIT "C."

Filed June 2, 1922.

Case No. 3189.

FRANK M. COOKE

vs.

CARNEGIE REAL ESTATE Co.

Rent of Premises Apt. 401 Clifton Terrace South, 14th and Clifton
Streets N. W.

Hearing July 11, 1921.

Defendant's attorney Charles N. Joyce.

April 20, 1921. Complaint filed by Plaintiff.
May 10, 1921. Copy of Complaint and Notice served on Defendant by Metropolitan Police.
May 26, 1921. Answer filed by Charles N. Joyce.
July 5, 1921. Notice of Assignment and hearing mailed to Atty's for Compl. and Defend't.
July 11, 1921. Hearing, and case submitted.
Aug. 15, 1921. Determination, Rental fixed at \$70.00 per month.

I certify that the foregoing is a true and accurate copy of the original on file in the office of the Rent Commission.

[SEAL.]

W. E. CHAPMAN,
Secretary Rent Commission.

May 25, 1922.

58

EXHIBIT "G."

Filed June 2, 1922.

Case No. 3346.

S. F. SMITH

vs.

THE F. H. SMITH COMPANY and FELIX LAKE.

Rent of Premises Apt. 112 Clifton Terrace West, 14th and Clifton
Street- N. W.

Hearing July 11, 1921.

Defendant's attorney Charles N. Joyce.

May 6, 1921. Complaint filed by Plaintiff.
 May 18, 1921. Copy of Complaint and Notice served on Defendant by Metropolitan Police on F. H. Smith Co., May 28, 1921, on Felix Lake May 29, 1921.
 June 3, 1921. Answer filed by F. H. Smith Company June 10, 1921, by F. H. Smith Co., on June 30, 1921 Attorney for Felix Lake.
 July 5, 1921. Notice of Assignment and hearing mailed to Att'ys for Compl. and Defend't.
 July 11, 1921. Hearing, and case submitted.
 Aug. 15, 1921. Determination, Rental fixed at \$50.00 per month.

I hereby certify that the foregoing is a true and accurate copy of the original paper on file in the office of the Rent Commission.

[SEAL.]

W. E. CHAPMAN,
Secretary Rent Commission.

May 25, 1922.

EXHIBIT "H."

Filed June 2, 1922.

Case No. 3111.

R. L. NICHOLSON

vs.

CARNEGIE REAL ESTATE COMPANY.

Rent of Premises Apt. #210 Clifton Terrace West, 14th and Clifton Streets N. W.

Hearing July 11, 1921.

April 22, 1921. Complaint filed by Plaintiff.
 May 3, 1921. Copy of Complaint and Notice served on Defendant by Metropolitan Police.
 May 20, 1921. Answer filed by Felix Lake.
 July 5, 1921. Notice of Assignment and hearing mailed to Att'ys for Compl. and Defend't.
 July 11, 1921. Hearing, and case submitted.
 Aug. 15, 1921. Determination Rental fixed at \$70 per month.

I hereby certify that the foregoing is a true and accurate copy of the original on file in the office of the Rent Commission.

[SEAL.]

W. E. CHAPMAN,
Secretary Rent Commission.

May 25, 1922.

60 *Motion of Defendants, A. Leftwich Sinclair et als., to Dismiss
Bill of Complaint.*

Filed June 2, 1922.

* * * * * * *

Come now the defendants, A. Leftwich Sinclair, Clara Sears Taylor and William F. Gude, Rent Commissioners of the District of Columbia, by Chapin Brown, their attorney, and move this Honorable Court that the Bill of Complaint in the above-entitled cause be dismissed, for the following reasons:

1. That as appears by the Bill of Complaint herein, defendants have a plain and adequate remedy at law in that suits might be maintained either before the Rent Commission of the District of Columbia, or in the Municipal Court of the District of Columbia.

2. That the remedy by injunction sought in this cause has been taken away from the Supreme Court of the District of Columbia, by the provisions of Section 108e of Act of May 22, 1922, containing the operation of the so-called Rent Law of the District of Columbia.

3. That as appears by the Bill of Complaint herein in the various proceedings before the Rent Commission mentioned, plaintiffs were not parties in interest within the meaning of the Ball Rent Law.

CHAPIN BROWN,
Attorney for A. Leftwich Sinclair et als.

61 *Affidavit of E. G. Perry.*

Filed June 9, 1922.

* * * * * * *

I, E. G. Perry, being first duly sworn on oath depose and state that I am the Assistant Secretary of the F. H. Smith Company, a Corporation. That The F. H. Smith Company, a Corporation, at no time had any interest, right, or title to the Clifton Terrace Apartments, except as rental agent for several owners, who intrusted the collection of the rentals to the F. H. Smith Company.

Deponent states that so far as he knows and believes, the several owners referred to in the affidavits of certain tenants in the Clifton Terrace Apartments attached to the Motion to Dismiss in this cause, had no knowledge, notice, or information that the Rent Commission was in any wise considering or undertaking to fix the rental for any apartment in the Clifton Terrace.

Deponent states that in the fall of 1921, when the Rent Commission did undertake to fix these rentals, deponent filed an affidavit in this cause, which he is advised is now before the court in these proceedings, setting forth the facts and conditions with reference to the ownership of the apartment and deponent's inability to communicate with or advise the owner.

(Signed)

E. G. PERRY.

Subscribed and sworn to before me, a Notary Public in and for the District of Columbia, this 9th day of June, A. D., 1922.

(Signed)
[SEAL.]

FLORA E. DAVIS,
Notary Public, D. C.

62

Affidavit of E. G. Perry.

Filed June 15, 1922.

* * * * *

I, E. G. Perry, being first duly sworn on oath depose and state that I am Assistant Secretary of the F. H. — Company, a Corporation, and am the same party who made the affidavit filed before the Rent Commission in the above entitled cause.

Deponent states that the leases attached hereto, to-wit:

A. Georgia M. Verzi and Carnegie Real Estate Company, dated 25 April, 1921.

B. S. A. White and Carnegie Real Estate Company, dated 30th April, 1921.

C. Samuel A. Aler and F. H. Smith Company, dated 29th July, 1921.

D. D. L. Thompson and F. H. Smith Company, dated 21st October, 1920.

E. Eugene F. C. Collier and F. H. Smith Company, dated 5th July, 1921.

F. Martha Edwards and F. H. Smith Company, dated 11th October, 1921.

G. John E. McClure and F. H. Smith Company, dated 3d September, 1920.

H. William A. Craig and F. H. Smith Company, dated 30th August, 1920.

I. A. J. Pistor and F. H. Smith Company, dated 8th September, 1920.

J. Frank M. Cooke and F. H. Smith Company, dated 10th August, 1920.

K. G. F. Beyer and F. H. Smith Company, dated 26th August, 1920.

L. Emily B. Woodward and F. H. Smith Company, dated 31st August, 1920.

M. O. B. Martin and F. H. Smith Company, dated 31st day of August, 1920.

N. R. L. Nicholson and F. H. Smith Company, dated 17th February, 1921.

O. Blanche Bolln and Carnegie Real Estate Company, dated March 31, 1921.

were the last leases executed between these parties, either made by the Smith Company or that came into the possession of the Smith Company, they being the original leases between the parties as far as deponent knows or believes.

63 Deponent states further that these leases that have expired were never renewed, and there are today, as far as deponent knows or believes, no other written instruments or agreements in existence between these defendant tenants and the present owner or former owners of this property and that in the instances where these leases have expired the tenants declined to renew the leases, and in those instances there are no leases and the tenants simply hold possession of the property as tenants at sufferance. All of said leases are attached to this affidavit and made a part hereof as fully as if set forth in detail herein, and marked "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," "L," "M," "N" and "O."

(Signed)

E. G. PERRY.

Subscribed and sworn to before me, a Notary Public in and for the District of Columbia this 15 day of June, A. D., 1922.

(Signed)

FLORA E. DAVIS, [SEAL.]
Notary Public, D. C.

We consent to filing of this affidavit & exhibits.

_____,
Atty. for Tenants.
OFFUTT & IMLAY,
J. N. HALPER,
Attys. for Tenants.
CHAPIN BROWN,
Atty. for Rent Commission.

Let this affidavit & exhibits be filed.

JENNINGS BAILEY,
Justice.

64

"A."

Filed June 15, 1922.

This lease, made this 25th day of April in the year 1921, by and between The Carnegie Real Estate Co., party of the first part, hereinafter called the Lessor and Georgia M. Verzi party of the second part, hereinafter called the Lessee.

Witnesseth, that the Lessor leases to the Lessee the premises known as Apartment No. 101—East on the 1st floor, of buildings on Clifton Street, N. W., between 13th and 14th Streets, known as Clifton Terrace Apartments, for a term commencing May 1st, 1921 and ending September 30th in the year 1922, for the sum of Eight Hundred, Seven & 50/100 Dollars (\$807.50), payable in installments at the office of the Lessor, the first installment of Forty-seven 50/100 Dollars (\$47.50) to be paid on the date hereof and further advance rent installments each of Forty-seven 50/100 Dollars (\$47.50), payable on the first day of each month thereafter.

The lessee covenants and agrees: To pay the rent as aforesaid; to make deposits for electric and gas service; to pay for outgoing tele-

phone calls; to pay for repairs made necessary by Lessee's negligence; to permit at reasonable hours, entrance to Lessor's agents, for repairs, protection from elements, or placing and removing awnings and screens; to comply with regulations and rules for general observance, as made from time to time by the Lessor, for the good order and
65 conduct of the said Apartment buildings; and to surrender on termination of this lease, the premises herein leased; its fixtures and appurtenances, in good order less ordinary wear and tear.

And the lessee further covenants and agrees: Not to use said premises for any unlawful purpose; not to sub-let said premises as a whole or in part or to attempt to assign this lease, without the written consent of the Lessor; not to exhibit placards on any part of said premises; not to hang clothing or other articles on the outside of said premises; not to keep or permit to be kept in said premises, dogs, cats or parrots; not to allow children to play in passage and stairways; not to use the same except for ingress and egress; not to permit Lessee's servants or supplies to enter said Apartment building, except at the servant's entrance thereof; not to keep open doorways from the Lessee's premises to the passageways; and not to do any act or thing which may be to the annoyance, discomfort, damage or detriment of the Lessor or its other tenants in said Apartment buildings.

The Lessee further covenants and agrees that: If any installment of rent shall not be paid when the same shall become due and payable as hereinbefore provided (whether demand shall have been made for same or not); or if the Lessee shall in any other respect violate any other conditions and covenants, contained in this agreement; or if the Lessor at any time during the term of this lease, shall notify the Lessee in a writing that at the time therein stated, the Lessor desires to cancel this lease and secure possession of said premises
66 herein leased to the Lessee; then it shall be lawful for the Lessor, its successors or assigns, to recover possession of the said premises by reason of a seven days' summons under the provisions of the Code of Law of the District of Columbia regulating proceedings between landlords and tenants, or by such legal process as may at the time be in operation in like cases, the said Lessee hereby expressly waiving all right to any other notice to quit.

And it is further mutually agreed, that no waiver of one breach of any covenant herein shall be construed to be a waiver of the covenant itself, or of any subsequent breach thereof; and that the covenant herein shall bind the successors or assigns of the Lessor, as well as the heirs, executors or administrators of the Lessee, and shall also bind the sub-lessee or assignee of the Lessee, in case of a sub-letting or assignment of lease, made with the Lessor's written consent.

It is further mutually agreed, that the Lessor does not undertake as an obligation of this lease the furnishing of storage room privileges to the Lessee, but if the Lessor shall voluntarily furnish storage, the Lessee hereby agrees if he accepts said privilege, to hold the Lessor harmless for theft, loss, injury or destruction of any of the Lessee's property placed therein.

In testimony whereof the parties hereto have signed their names and affixed their seals the day and year first hereinbefore written. It is hereby understood and agreed that the party of 2nd part agrees to pay \$1 service charge for telephone, each and every month in advance. It is also understood and agreed that this lease is made subject to removal of present tenant.

67

THE CARNEGIE REAL ESTATE CO.,

Lessor.

By FELIX LAKE.

Lessee:

GEORGIA M. VERZI.

Witness:

_____.

(Endorsed:) No. 1. Lease between Carnegie Real Estate Co. and Georgia M. Verzi. Clifton Terrace Apartments. Apt. No. 101 East. Begins May 1st, 1921. Ends September 30th, 1921. Due \$47.50 in advance 1st of each month. Drawn by J. F. Hueter, 4/25/21. Carded Yes. Booked Yes.

"C."

Agreement between Landlord and Tenant.

Filed June 15, 1922.

Memorandum of agreement made this 29th day of July in the year 1921, by and between The F. H. Smith Company, a corporation, agent for owner, party of the first part, and Samuel A. Aler, party of the second part:

Witnesseth, That the said party of the first part, agent as aforesaid, has agreed to let and does hereby let to the said party of the second part all that certain house, messuage, tenement and premises situated in the City of Washington, D. C., known as Apartment 103 South Clifton Terrace, located at Southeast corner of 14th and Clifton Streets, Northwest, by the month, commencing on the first day of August, A. D. 1921 at and for the monthly rent of Seventy (\$70.00) dollars, payable at the office of The F. H. Smith Company, 815 Fifteenth St., N. W., Washington, D. C., in full, in advance, on first day of each and every month during which the said tenancy may continue, as rent in advance for the next ensuing month.

68 And the said party of the second part has agreed to take and does hereby take and agree to hold the said premises as a tenant by the month, and to pay the rent hereby reserved therefor in the manner hereinbefore mentioned, without any obligation on the part of the said party of the first part to make any demand for the same, and further that he will not use said premises for any unlawful purpose, but will occupy the same as a residence and will not sublet nor assign the said premises, or any part thereof, nor transfer possession thereof to any person or persons nor carry on any

business therein except as stated above without the written consent of said party of the first part had and obtained; and further that he the said party of the second part will pay the water rent, gas and electric light bills as the same may respectively become due and chargeable against the said premises during the term aforesaid, and will repair all damage to the plumbing, such as the stoppage of drain pipes, the bursting of pipes by freezing, and all other damage to the premises hereby leased, or any portion thereof, resulting from careless use, at his own cost and expense.

And the said party of the second part further agrees that if he shall fail to pay the said rent in full in advance when and as the same shall become due and payable as aforesaid, although there should have been no legal or formal demand therefor, or if he shall fail in any other respect to keep or shall violate any one of the covenants and agreements hereinbefore made by said party of the second part, then and in either of said events this lease and all things herein

69 contained shall cease and determine, and such default shall operate as a notice to quit, the thirty days' notice to quit being hereby expressly waived; and the said party of the first part at its election and option, may re-enter and recover possession of said premises and avail itself of the remedies provided by the law regulating proceedings between landlord and tenant, without further notice. But if no default occurs on the part of the said lessee in complying with any of the aforesaid stipulations on his part to be performed, then said lessee shall be entitled to not less than thirty days' notice to vacate said premises, and the said party of the first part shall be entitled to the same notice from the lessee should he desire to vacate the aforesaid premises. And the said party of the second part further agrees to deliver up the said premises in like good order in which they now are, ordinary wear and tear and casualties by fire and the elements only excepted.

And it is further provided and hereby expressly agreed by the party of the second part that the party of the first part shall have a lien upon all the personal property of the party of the second part moved in and located upon the premises hereby leased, as and for security for the rent hereinbefore provided to be paid; and such instalments of rent as shall remain unpaid, to the amount and extent thereof, shall become and are hereby made a specific lien upon such personal property as shall be in and upon said premises, to all intents and purposes as though the party of the second part had executed a chattel deed of trust to secure the said party of the first part for the rent reserved to be paid under the terms of this lease, the party of the second part hereby waiving any and all manner of benefit of and in the *exception* laws at any time in

70 force in the District of Columbia, and in and to any exemptions to which he might be otherwise entitled; it being understood and agreed that if the party of the second part should fail to pay any of the water rent, or gas or electric lighting bills incurred on account of his occupation of said premises, and the party of the first part the same or any part thereof the amount so paid by

the party of the first part shall to all intents and purposes be regarded as unpaid rent.

It is further provided and agreed between the parties hereto that the said party of the second part shall not remove, or attempt to remove, any personal property moved into said premises while there shall yet remain due and owing any portion of the rent reserved to be paid hereunder as aforesaid; and if the party of the second part shall attempt to remove said property, then and in such event the party of the first part is hereby empowered to seize and detain the same until it shall be fully paid for such rent as shall be due it under the terms of this lease.

And it is further provided, That if at any time a seven days' summons shall be served and a compromise or settlement shall be made, either before or after judgment, whereby the said party of the second part shall be allowed to retain said premises, such proceedings shall not constitute a waiver of any covenant herein contained or the lease itself; and that in case the party of the first part shall accept anything on account of rent, or of the use and occupation of said premises, after giving a notice to quit or after the institution of a suit for the possession thereof, such act shall not be construed to be a waiver of its rights under such notice, nor of its right to proceed with the dispossession proceedings already instituted, unless such waiver shall be in writing and signed by the parties hereto.

And it is further understood and agreed that the covenants and stipulations contained in the within agreement to be performed by the respective parties are binding on the said parties and their successors and legal representatives respectively, and that no waiver of any breach of any covenant shall be construed to be a waiver of the covenant itself or of any subsequent breach thereof, or of this agreement.

In testimony whereof the said parties have respectfully executed these presents on the day and year first here-before written.

THE F. H. SMITH COMPANY,
By E. G. PERRY,

Asst. Secty.

SAMUEL E. ALER.

[SEAL.]

Witness:

— — —.

(Endorsed:) 188. Agreement between The F. H. Smith Co. and Samuel A. Aler Clifton Terrace South Premises Apt. No. 103. Rent \$70.00. Due First instant, in advance. Rent starts August 1st, 1921. Drawn by — — —. Carded Aug. 6-1921. Booked Aug. 8, 1921. Stencil ordered — — —, — — —.

Filed June 15, 1922.

This lease, made this 21st day of October in the year 1920, by and between The F. H. Smith Company, a corporation, party of the first part, hereinafter called the Lessor and D. L. Thompson party of the second part, hereinafter called the Lessee.

Witnesseth, That the Lessor leases to the Lessee the premises known as Apartment No. 113 South on the first floor, of buildings on Clifton Street, N. W., between 13th and 14th Streets, known as Clifton Terrace Apartments, for a term commencing Oct. 21, 1920 and ending September 30th in the year 1921, for the sum of Nine Hundred Four (904) Dollars (\$904.00), payable in installments at the office of the Lessor, the first installment of Eighty Dollars (\$80.00) to be paid on the date hereof and further advance rent installments each of Eighty Dollars (\$80.00), payable on the first day of each month thereafter.

The lessee covenants and agrees: To pay the rent as aforesaid; to make deposits for electric and gas service; to pay for outgoing telephone calls; to pay for repairs made necessary by Lessee's negligence; to permit at reasonable hours, entrance of Lessor's agents, for repairs, protection from elements, or placing and removing awnings and screens; to comply with regulations and rules for general observance, as made from time to time by the Lessor, for the good order and conduct of the said Apartment buildings; and to surrender on termination of this lease, the premises herein
73 leased, its fixtures and appurtenances, in good order less ordinary wear and tear.

And the lessee further covenants and agrees: Not to use said premises for any unlawful purpose; not to sublet said premises as a whole or in part or to attempt to assign this lease, without the written consent of the Lessor; not to exhibit placards on any part of said premises; not to hang clothing or other articles on the outside of said premises; not to keep or permit to be kept in said premises, dogs, cats or parrots; not to allow children to play in passage and stair ways; not to use the same except for ingress and egress; not to permit Lessee's servants or supplies to enter said Apartment building, except at the servant's entrance thereof; not to keep open doorways from the Lessee's premises to the passageways; and not to do any act or thing which may be to the annoyance, discomfort, damage or detriment of the Lessor or its other tenants in said Apartment buildings.

The lessee further covenants and agrees that: If any installment of rent shall not be paid when the same shall become due and payable, as hereinbefore provided (whether demand shall have been made for same or not); or if the Lessee shall in any other respect violate any other conditions and covenants contained in this agreement; or if the Lessor at any time during the term of this lease, shall notify the Lessee in a writing that at the time therein stated,

the Lessor desires to cancel this lease and secure possession of said premises herein leased to the Lessee; then it shall be lawful for the

74 Lessor, its successor or assigns, to recover possession of the said premises by reason of a seven days' summons under the provisions of the Code of Law of the District of Columbia regulating proceedings between landlords and tenants, or by such legal process as may at the time be in operation in like cases, the said Lessee hereby expressly waiving all right to any other notice to quit.

And it is further mutually agreed, that no waiver of one breach of any covenant herein shall be construed to be a waiver of the covenant itself, or of any subsequent breach thereof; and that the covenant herein shall bind the successors or assigns of the Lessor, as well as the heirs, executors or administrators of the Lessee, and shall also bind the sub-lessee or assignee of the Lessee, in case of a sub-letting or assignment of lease, made with the Lessor's written consent.

It is further mutually agreed, that the Lessor does not undertake as an obligation of this lease the furnishing of storage room privileges to the Lessee, but if the Lessor shall voluntarily furnish storage, the Lessee hereby agrees if he accepts said privilege, to hold the Lessor harmless for theft, loss, injury or destruction of any of the Lessee's property placed therein.

In testimony whereof, the parties hereto have signed their names and affixed their seals the day and year first hereinbefore written.

This lease is made subject to the removal of the present tenant.

THE F. H. SMITH COMPANY,

Lessor.

[SEAL.]

By E. G. PERRY,
Asst. Sec'y.
D. L. THOMSON.

Lessee:

D. L. THOMSON.

Witness:

— — —.

75 (Endorsed:) No. 198. Lease between The F. H. Smith Co. and D. L. Thomson. Clifton Terrace Apartments Apt. No. 113 South. Begins Oct. 21, 1920. Ends Sept. 30, 1921. Due \$80.00 first in advance 1st of month. Drawn by — — —. Carded Oct. 21, 1920. Booked — — —. Stencil ordered — — —. For value received, we hereby assign and set over to — — — all of our right, title, and interest in and to the within contract. The F. H. Smith Co., by E. G. Perry, Asst. Secy.

76

"O."

Filed June 15th, 1922.

This Lease, made this 31st day of March in the year 1921, by and between Carnegie Real Estate Co. party of the first part, hereinafter

called the Lessor and Blanche Bolln party of the second part, hereinafter called the Lessee.

Witnesseth, That the Lessor leases to the Lessee the premises known as Apartment No. 514 on the fifth floor, of buildings on Clifton Street, N. W., between 13th and 14th Street, known as Clifton Terrace Apartments, for a term commencing April 1st, 1921, and ending September 30th in the year 1921, for the sum of Four Hundred, Eighty Dollars (\$480.00), payable in installments at the office of the Lessor, the first installment of Eighty Dollars (\$80.00) to be paid on the date hereof and further advance rent installments each of Eighty Dollars (\$80.00), payable on the first day of each month thereafter.

The lessee covenants and agrees: To pay the rent as aforesaid; to make deposits for electric and gas service; to pay for outgoing telephone calls; to pay for repairs made necessary by Lessee's negligence; to permit at reasonable hours, entrance of Lessor's agents, for repairs, protection from elements, or placing and removing awnings and screens; to comply with regulations and rules for general observance, as made from time to time by the Lessor, for the good order and conduct of the said Apartment buildings; and to surrender on
77 termination of this lease, the premises herein leased, its fixtures and appurtenances, in good order less ordinary wear and tear.

And the lessee further covenants and agrees: Not to use said premises for any unlawful purpose; not to sublet said premises as a whole or in part or to attempt to assign this lease, without the written consent of the Lessor; not to exhibit placards on any part of said premises; not to hang clothing or other articles on the outside of said premises; not to keep or permit to be kept in said premises, dogs, cats or parrots; not to allow children to play in passage and stair ways; not to use the same except for ingress and egress; not to permit Lessee's servants or supplies to enter said Apartment building, except at the servant's entrance thereof; not to keep open doorways from the Lessee's premises to the passageways; and not to do any act or thing which may be to the annoyance, discomfort, damage or detriment of the Lessor or its other tenants in said Apartment buildings.

The lessee further covenants and agrees that: if any installment of rent shall not be paid when the same shall become due and payable, as hereinbefore provided (whether demand shall have been made for same or not); or if the Lessee shall in any other respect violate any other conditions and covenants contained in this agreement; or if the Lessor at any time during the term of this lease, shall notify the Lessee in a writing that at the time therein stated, the Lessor desires to cancel this lease and secure possession of said premises herein leased to the Lessee; then it shall be lawful for the

78 Lessor, its successors or assigns, to recover possession of the said premises by reason of a seven days' summons under the provisions of the Code of Law of the District of Columbia regulating proceedings between landlords and tenants, or by such legal process as may at the time be in operation in like cases, the

said Lessee hereby expressly waiving all right to any other notice to quit.

And it is further mutually agreed, that no waiver of one breach of any covenant herein shall be construed to be a waiver of the covenant itself, or of any subsequent breach thereof; and that the covenant herein shall bind the successors or assigns of the Lessor, as well as the heirs, executors or administrators of the Lessee, and shall also bind the sub-lessee or assignee of the Lessee, in case of a sub-letting or assignment of lease, made with the Lessor's written consent.

It is further mutually agreed, that the Lessor does not undertake as an obligation of this lease the furnishing of storage room privileges to the Lessee, but if the Lessor shall voluntarily furnish storage, the Lessee hereby agrees if he accepts said privilege, to hold the Lessor harmless for theft, loss, injury or destruction of any of the Lessee's property placed therein.

In testimony whereof, the parties hereto have signed their names and affixed their seals, the day and year first hereinbefore written. And it is further understood and agreed that this lease is made subject to the removal of present tenant.

CARNEGIE REAL ESTATE CO.,
By FELIX LAKE.

Lessee:
BLANCHE BOLLN.

Witness:
— — —.

79 (Endorsed:) No. 183. Lease between Carnegie Real Estate Co. and Blanche Bolln. Clifton Terrace Apartments Apt. No. 514 West. Begins Oct. 1st, 1921. Ends Sept. 30th, 1921. Due \$80.00 in advance 1st of month. Drawn by Burke. Carded Yes 3/31/21. Booked Yes 3/31/21.

80

Memorandum of Court.

Filed June 19, 1922.

* * * * *

The parties named as lessors were given notice of the proceedings before the Rent Commission, and the persons claiming to be the real owners of the property do not claim that the lessors were not entitled to execute the leases in question. The injunction will be dissolved and the bill dismissed with costs.

BAILEY, J.

Decree Directing Injunction and Dismissing Bill of Complaint.

Filed June 23, 1922.

* * * * *

This cause coming on to be heard upon motion of the defendants, the members of the Rent Commission, and on motion of the defendants, tenants, said Rent Commissioners and said tenants being all of the defendants named in said cause, to dismiss the Bill of Complaint, which had heretofore been filed in said above entitled cause, and upon which an injunction had been granted in said cause, and after consideration of said motion and argument and objections of counsel, and upon consideration of the same by the court, it is this 23d day of June, A. D. 1922.

Ordered, adjudged, and decreed that the said injunction heretofore granted be, and the same hereby is dissolved, and be it further adjudged, ordered and decreed that the Bill of Complaint
81 be, and the same hereby is dismissed.

The plaintiffs note an appeal in open court from the above entitled decree dismissing the bill and dissolving the injunction, and the bond on appeal is hereby fixed at One Hundred Dollars (\$100) to act as a cost bond, and the bond on appeal to act as a supersedeas bond is hereby fixed at Six Thousand (\$6,000.00) Dollars.

By the Court.

JENNINGS BAILEY,
Justice.

O. K.

W. GWYNN GARDINER,
Atty. for Plaintiffs.

OFFUTT & IMLAY,

J. N. HALPER,

CHAPIN BROWN,

For Defendants.

Memorandum.

June 30, 1922.—Bond on appeal of plaintiffs for \$6,000. approved and filed.

Assignments of Error.

Filed July 20, 1922.

* * * * *

(1) The court erred in dismissing the Bill of Complaint.

(2) The court erred in holding that the proceedings in this case were controlled by the new act—the Rent Act—of May 22,
82 1922.

(3) The Court erred in holding that it was not necessary to obtain service on the owner of the property at the time of the institution of these proceedings.

Memorandum of Additional Record.

Filed July 27, 1922.

* * * * *

- (1) The affidavit of E. G. Perry and the exhibits attached thereto.
- (2) The affidavits of defendants S. A. White, William A. Craig, A. J. Pistor and Frank M. Cooke and the various exhibits attached thereto.

OFFUTT & IMLAY &
J. N. HALPER,
Attorneys for Appellees, Tenants.

To W. Gwynn Gardiner, Esq.,
Attorney for Appellants:

Herewith memorandum of additional record.

OFFUTT & IMLAY AND
J. N. HALPER,
Attorneys for Appellees, Tenants.

Memorandum.

August 8, 1922.—Time for filing transcript of record extended to August 31st, 1922, inclusive.

Stipulation.

Filed August 21, 1922.

* * * * *

It is hereby stipulated by and between W. Gwynn Gardiner, Esq., Counsel for Plaintiffs, Chapin Brown, Esq., Counsel for defendants, Rent Commissioners and Offutt & Imlay and J. N. Halper, Counsel for those defendants, tenants, for whom they have heretofore entered their appearance, that the transcript of record — be certified
85 by the Clerk of the Supreme Court of the District of Columbia to the Court of Appeals of the District of Columbia, be abbreviated as follows:

1. In copying the affidavit of E. G. Perry and exhibits attached thereto, copy only, exhibits "A," "C," "O" and "D" including indorsements on the back thereof, same being typical of all other exhibits attached to the affidavit of the said E. G. Perry.
2. In copying affidavit of A. J. Pistor and exhibits attached thereto, eliminate Exhibit "A" same being a duplicate of Exhibit "D" attached to affidavit of E. G. Perry.
3. In copying affidavit of S. A. White and exhibits attached thereto, copy only Exhibits "F" and "L," same being typical of all other exhibits attached to the affidavit of the said S. A. White.

84

Memorandum of Additional Record.

Filed July 27, 1922.

* * * * *

- (1) The affidavit of E. G. Perry and the exhibits attached thereto.
- (2) The affidavits of defendants S. A. White, William A. Craig, A. J. Pistor and Frank M. Cooke and the various exhibits attached thereto.

OFFUTT & IMLAY &
J. N. HALPER,
Attorneys for Appellees, Tenants.

To W. Gwynn Gardiner, Esq.,
Attorney for Appellants:

Herewith memorandum of additional record.

OFFUTT & IMLAY AND
J. N. HALPER,
Attorneys for Appellees, Tenants.

Memorandum.

August 8, 1922.—Time for filing transcript of record extended to August 31st, 1922, inclusive.

Stipulation.

Filed August 21, 1922.

* * * * *

It is hereby stipulated by and between W. Gwynn Gardiner, Esq., Counsel for Plaintiffs, Chapin Brown, Esq., Counsel for defendants, Rent Commissioners and Offutt & Imlay and J. N. Halper, Counsel for those defendants, tenants, for whom they have heretofore entered their appearance, that the transcript of record — be certified
85 by the Clerk of the Supreme Court of the District of Columbia to the Court of Appeals of the District of Columbia, be abbreviated as follows:

1. In copying the affidavit of E. G. Perry and exhibits attached thereto, copy only, exhibits "A," "C," "O" and "D" including indorsements on the back thereof, same being typical of all other exhibits attached to the affidavit of the said E. G. Perry.
2. In copying affidavit of A. J. Pistor and exhibits attached thereto, eliminate Exhibit "A" same being a duplicate of Exhibit "D" attached to affidavit of E. G. Perry.
3. In copying affidavit of S. A. White and exhibits attached thereto, copy only Exhibits "F" and "L," same being typical of all other exhibits attached to the affidavit of the said S. A. White.

4. In copying affidavit of Frank M. Cooke and exhibits attached thereto, copy only Exhibits "A," "B," "C," "G" and "H," same being typical of all other exhibits attached to said affidavit of Frank M. Cooke.

W. GWYNN GARDINER,
Attorney for Plaintiffs.
 CHAPIN BROWN,
Attorney for Defendants Members of Rent Commission.
 OFFUTT & IMLAY AND
 J. N. HALPER,
*Attorneys for Defendants Tenants, for
 Whom They Have Heretofore En-
 tered Their Appearance.*

86 Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA,
District of Columbia, ss:

I, Morgan H. Beach, Clerk of the Supreme Court of the District of Columbia, hereby certify the foregoing pages numbered from 1 to 85, both inclusive, to be a true and correct transcript of the record, according to directions of counsel herein filed, copies of which are made part of this transcript, in cause No. 40100 in Equity, wherein Nannie E. Goss and Felix Lake are Plaintiffs and A. Leftwich Sinclair et als. are Defendants, as the same remains upon the files and of record in said Court.

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court, at the City of Washington, in said District, this 29th day of August, 1922.

[Seal of the Supreme Court of the District of Columbia.]

MORGAN H. BEACH,
Clerk,
 By W. E. WILLIAMS,
Assistant Clerk.

E. W.

Endorsed on cover: District of Columbia Supreme Court. No. 3865. Nannie E. Goss et al., appellants, vs. Georgia M. Verzi et al. Court of Appeals, District of Columbia. Filed Aug. 30, 1922. Henry W. Hodges, clerk.